

EXHIBIT C

DBMP DECISION

IN RE: : Case No. 20-30080-JCW

DBMP LLC, : Chapter 11

Debtor, : Charlotte, North Carolina
Thursday, July 7, 2022
9:30 a.m.

: :

OFFICIAL COMMITTEE OF : AP 21-03023 (JCW)
ASBESTOS PERSONAL INJURY :
CLAIMANTS and SANDER L. :
ESSERMAN, etc., :

Plaintiffs, :

v. :

DBMP LLC and CERTAINTIED LLC, :

Defendants, :

: :

OFFICIAL COMMITTEE OF : AP 22-03000 (JCW)
ASBESTOS PERSONAL INJURY :
CLAIMANTS and SANDER L. :
ESSERMAN, etc., :

Plaintiffs, :

v. :

CERTAINTIED LLC, CERTAINTIED :
HOLDING CORPORATION, and :
SAINT-GOBAIN CORPORATION, :

Defendants. :

: :

1 APPEARANCES (via Teams continued):

2 For Debtor/Defendant,
3 DBMP LLC:

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1 APPEARANCES (via Teams continued):

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11 ALSO PRESENT (via telephone): SANDER L. ESSERMAN
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1 P R O C E E D I N G S

2 (Call to Order of the Court)

3 THE COURT: Okay. Have a seat, everyone. Good
4 morning.

5 We are back in the DBMP base case and adversary. This
6 is a videoconference hearing, given that what we're doing
7 today, primarily, is announcing rulings and talking about
8 scheduling matters.

9 I see we have some folks in the courtroom. We're glad
10 to have you. I don't know if y'all are announcing, but looks
11 like we've got building staff.

12 But in any event, we do not have an appearances list
13 today. That got overlooked. So I'm going to have to ask,
14 first of all, that we get appearances by all the parties and I
15 would suggest, in the interest of not talking over one another,
16 that the lead attorney, or whoever is going to be the spokesman
17 today, primary spokesman, announce other appearances for those
18 allied with yourselves. Then we'll come back and pick up
19 anyone who else, who wasn't listed otherwise and feels the need
20 to make an appearance.

21 So starting with that, let me ask who's on the line
22 for the debtor? Control --

23 MR. GORDON: Morning, your Honor.

24 THE COURT: Yes, Mr. Gordon.

25 MR. GORDON: Good morning. Greg Gordon, Jones Day, on

1 behalf of the debtor. Also with me is Jim Jones from Jones Day
2 and Jeff Ellman from Jones Day.

3 THE COURT: Very good.

4 MR. GORDON: Thank you.

5 THE COURT: Anyone else for the debtor, local counsel
6 or otherwise?

7 MR. WOLF: Good morning, your Honor. Richard Wolf
8 from Robinson Bradshaw for the debtor this morning.

9 THE COURT: Okay.

10 Anyone else?

11 (No response)

12 THE COURT: All right. Affiliates?

13 MR. STEEL: Morning, your Honor. Howard Steel at
14 Goodwin on behalf of CertainTeed LLC, CertainTeed Holding
15 Corp., and Saint-Gobain Corp. With me is my partner, Michael
16 Goldstein, and Jack Miller of Rayburn Cooper.

17 THE COURT: Thank you.

18 Anyone else on, on the affiliates' side needing to
19 announce?

20 (No response)

21 THE COURT: How about the ACC, then? Better unmute.

22 MS. RAMSEY: Apologies, your Honor. I'm rusty.

23 Good morning, your Honor.

24 THE COURT: Good morning.

25 MS. RAMSEY: Natalie Ramsey from Robinson & Cole on

1 behalf of the Committee, along with my colleague, Katherine Fix
2 from Robinson & Cole. Also appearing for the Committee are
3 Todd Phillips from Caplin & Drysdale, David Neier and Carrie
4 Hardman from Winston & Strawn, and Glenn Thompson from Hamilton
5 Stephens.

6 THE COURT: Okay, very good.

7 MS. RAMSEY: Thank you.

8 THE COURT: Anyone else on behalf of the ACC?

9 (No response)

10 THE COURT: FCR, then. Ms. Zieg?

11 MS. ZIEG: Good morning, your Honor. Sharon Zieg from
12 Young Conaway Stargatt & Taylor on behalf of the Future
13 Claimants' Representative. Mr. Esserman is on the phone this
14 afternoon as well, this morning as well. And we also have Ed
15 Harron, Robert Brady, and Sean Greecher from Young Conaway and
16 North Carolina counsel, Felton Parrish.

17 Thank you.

18 THE COURT: All right, very good.

19 Any, anyone else needing to announce?

20 (No response)

21 THE COURT: That got it?

22 (No response)

23 THE COURT: Okay.

24 There's a filed agenda in the base case -- it's, I
25 guess, Docket No. 1495 -- that explains what's before the Court

1 this morning.

2 Let me ask first. It's traditional to get case
3 updates before we start.

4 Anything on the debtor's end?

5 MR. GORDON: Good morning, your Honor. It's Greg
6 Gordon again. Just a very short list of things and I'll start
7 with the one that's maybe a little mystifying to us.

8 I, I think we reported at the last hearing that we had
9 a ruling in Virginia on a motion to transfer.

10 THE COURT: Uh-huh (indicating an affirmative
11 response).

12 MR. GORDON: And there you may recall there was a
13 motion to quash filed by matching claimants. The debtor filed
14 a motion to transfer. That motion was granted. And nothing's
15 appeared in the docket of either the Virginia court or this
16 Court and we're puzzled by that because we just found out that
17 according to Virginia, they actually transferred the matter on
18 June the 1st.

19 THE COURT: Hmm.

20 MR. GORDON: And so we don't know whether it somehow
21 got lost in transit or is lost somewhere in North Carolina, but
22 that's something that I guess we need to follow up on and I'd
23 appreciate any guidance your Honor might have in terms of how
24 to do that.

25 THE COURT: Well, I think the simplest way on our end

1 would be for me to ask the clerk to see if they have anything
2 and then we'll send you an e-mail either way. Beyond that, I
3 don't know that I've got much influence with the Virginia
4 court, but, or the post office, for that matter, but I'm not
5 sure how they transferred this. I assume they did it by paper
6 means.

7 MR. GORDON: Yeah. I, I don't know if we know the
8 answer to that. Jeff Ellman's on.

9 Jeff, do you know what the means of transfer were?

10 MR. ELLMAN: I, I do not. I'm sure we could find out.
11 We, we had talked to the, the clerk this morning just to get an
12 update and, and they said it was transferred the normal way.
13 We didn't, we didn't inquire.

14 THE COURT: Okay.

15 MR. ELLMAN: I, I would assume it could be electronic,
16 but I really don't know, your Honor.

17 THE COURT: If --

18 THE COURTROOM DEPUTY: Electronic, we'll get it like
19 right away.

20 THE COURT: Right.

21 THE COURTROOM DEPUTY: What we --

22 THE COURT: Well, we'll go back and, and check. I
23 don't think we've got anything in a SPAM folder, but who knows.
24 If y'all will work on your end, though, and try to talk to the
25 Virginia clerk and see if they can ascertain how it was

1 transmitted, that would be helpful.

2 Anyone else got an interest in that? Need to say
3 anything?

4 (No response)

5 THE COURT: Okay.

6 Any other updates, Mr. Gordon?

7 MR. GORDON: Yes. And, and I would say with respect
8 to that particular matter, the Virginia transfer, we would like
9 to, to get that motion to quash up for hearing in August in
10 this court, assuming that we can track down the paperwork on
11 that. So just --

12 THE COURT: Okay. That would be helpful.

13 MR. GORDON: Yeah. I'm just advising your Honor and
14 the other parties --

15 THE COURT: Okay.

16 MR. GORDON: -- that would be our intention.

17 And then otherwise, your Honor may recall there was
18 also a motion to quash filed in Delaware --

19 THE COURT: Uh-huh (indicating an affirmative
20 response).

21 MR. GORDON: -- by the trusts and certain matching
22 claimants and that matter is still pending. We haven't heard
23 anything on that at this point.

24 THE COURT: Okay.

25 MR. GORDON: Otherwise, we are intending to have a

1 meet and confer with the Committee and the FCR about discovery
2 matters --

3 THE COURT: Uh-huh (indicating an affirmative
4 response).

5 MR. GORDON: -- in the pending adversary proceedings
6 and also, we're intending to have a meet and confer with the
7 Committee and the FCR on their request for product-related
8 information.

9 THE COURT: Uh-huh (indicating an affirmative
10 response).

11 MR. GORDON: And in fact, that's scheduled, actually,
12 for later today.

13 THE COURT: Okay.

14 MR. GORDON: I think, your Honor, that's, that's all
15 I've got. Otherwise, we obviously have the status conference
16 today on privilege log matters, but Mr. Jones will handle that
17 when that matter comes up.

18 THE COURT: Okay.

19 Anything on behalf of --

20 MR. GORDON: Thank you.

21 THE COURT: -- the ACC? Ms. Ramsey?

22 MS. RAMSEY: Apologies, your Honor, again, for the
23 delay.

24 No, nothing for us, your Honor.

25 THE COURT: How about the FCR, then?

1 Was it Control 6?

2 MS. ZIEG: Nothing else, your Honor.

3 THE COURT: Okay, very good.

4 Okay. Ready to move on, then, I suppose.

5 We've got one status matter and then two

6 announcements. I don't know how y'all prefer to approach this.

7 Why don't we talk briefly about the, what is denominated as

8 Exhibit, as No. 3, the case management order in the adversaries

9 with regard to the negotiations and the updates to the

10 privilege log and the status of, of next steps.

11 MR. JONES: Thank you, your Honor. This is Jim Jones

12 at Jones Day for the debtor.

13 THE COURT: Okay.

14 MR. JONES: And I believe -- and I see Ms. Hardman --

15 and we exchanged e-mails last evening or yesterday afternoon,

16 last evening, on this topic. So with, with Carrie's

17 permission, I, I will give what I understand to be the status

18 and then she can weigh in and let me know what I got sideways.

19 THE COURT: Okay, very good.

20 MR. JONES: I believe, your Honor, that status is

21 this, that is, the debtor, as it had committed, revised,

22 reviewed and revised its previously served privilege log, which

23 at last count numbered roughly 4,000 entries, and that log had

24 been served as a part of the adversary proceeding on the

25 preliminary injunction early in the case.

1 THE COURT: Uh-huh (indicating an affirmative
2 response).

3 MR. JONES: That process was undertaken after the
4 debtor received the February 4 letter from, 2022, letter from
5 the ACC and the FCR about what they considered to be concerns
6 and challenges with the log. So we undertook that, as we
7 committed we would, the review and revision process and served
8 the revised log when we said we would, on June 17, 2022. And
9 with that log we provided a cover letter that explained the re-
10 view and revision process in fairly short form, addressed at
11 least certain of the concerns that weren't themselves directed
12 to log entries but to privilege matters more generally in that
13 cover letter, which was dated June 17 as well, and then we also
14 produced that same day a relative few number of documents that
15 upon the re-review were deemed to be not privileged. I think
16 the total was 110 documents, 64 in whole, 46 in redacted form.

17 And then we waited for some period of time for
18 reaction or response from the ACC and the FCR -- it's, it's
19 4,000 entries. So it, it would take some time to review -- and
20 reached out thereafter, which I think was maybe Tuesday
21 afternoon, to the ACC and the FCR via e-mail and asked if they
22 were still in process of reviewing, as we expected they might
23 be, and if they would like to gather and meet and confer about
24 the revised log. We heard from Ms. Hardman yesterday
25 afternoon, I believe, that they were indeed still reviewing

1 and, yes, they still had some concerns and would like to meet
2 and confer.

3 And then the last bit of status, I think, is my
4 response last evening that we're happy to and I batted up some
5 times next week when that could be accomplished.

6 THE COURT: Okay.

7 MR. JONES: So I think that is status as of now.

8 And I believe privilege-related matters on the go
9 forward would include these. After the review of the log, I
10 believe it is incumbent upon the ACC and the FCR to identify up
11 to 50 documents off the log that they would like your Honor to
12 review in camera and up to 25 privilege assertions that they
13 think were inappropriate during the PI and that would occur, I
14 think it's scheduled to occur within 30 days of service of the
15 log. So 30 days from June 17.

16 THE COURT: Uh-huh (indicating an affirmative
17 response).

18 MR. JONES: We're to respond with anything that we
19 wish your Honor to review by way of counterdesignations 14 days
20 thereafter which, if everybody took the maximum amount of time,
21 I think would get us to, roughly, the end of July. And then
22 there is a, a submission date that is, that the debtor is, I
23 believe, obliged to provide to your Honor that which has been
24 designated for in-camera review on, five days after the last
25 identification. So if everybody took all their time, that

1 would come the first week of August.

2 And then, I think the only other thing in the CMO that
3 addresses or is directed, rather, to these matters is a status
4 conference after your Honor has had a chance to receive,
5 review, and consider whatever he wishes to receive and review
6 and consider which I think is the, will be the balance of
7 whatever is submitted.

8 So I think that is, to the best of my ability, an
9 update for your Honor.

10 THE COURT: All right.

11 Ms. Hardman, where do you think matters lie?

12 MS. HARDMAN: I echo -- Carrie Hardman from Winston &
13 Strawn on behalf of the Committee.

14 I echo a lot of what Mr. Jones has said. So I will
15 not, will try my best not to repeat them.

16 The only, I think, issues I wanted to raise were, or
17 points to make were simply that I think we might have received
18 a few more documents than, than Mr. Jones had on his number.
19 We had 185 in terms of the documents we received, but, you
20 know, a hundred versus 185, I don't know that that makes a huge
21 practical difference for, for these purposes. Some of the
22 documents we received which we reviewed initially certainly
23 provide some relevant information from those that were de-
24 designated from the log --

25 THE COURT: Uh-huh (indicating an affirmative

1 deadline of providing those 50 documents and 25 instructions
2 not to answer to your Honor from our perspective. And that
3 deadline is coming up and the 30-day window runs July 17th --

4 THE COURT: Uh-huh (indicating an affirmative
5 response).

6 MS. HARDMAN: -- which is a Sunday.

7 While we certainly appreciate the Court's dedication
8 to these cases, we thought if it was okay with the debtor and
9 non-debtor affiliates and with the Court, that we would provide
10 those to you on July 18th, which is a Monday, instead.

11 THE COURT: Uh-huh (indicating an affirmative
12 response).

13 MS. HARDMAN: That way, the response deadline for
14 Mr. Jones as well will be on a business day and we don't have
15 to deal with any practical or mechanical concerns that the
16 parties may have in submitting documents under seal or
17 identifying information on, that would need to be under seal on
18 a Sunday. It's just an odd, something I'd offer if --

19 THE COURT: Uh-huh (indicating an affirmative
20 response).

21 MS. HARDMAN: -- the parties were amenable to it and
22 the Court was as well.

23 THE COURT: Does the FCR have a stake in any of this?
24 Do they need to be heard?

25 (No response)

1 THE COURT: Well, I'm glad you said "mechanical" and
2 "practical" because I have one to add. Since we've moved out
3 this far, on the 21st of July I have to have an arthroscopic
4 procedure on my ankle. That means I'm going to be out of the
5 office for three or four days afterwards and it will be
6 practically difficult for me to -- well, I could review them,
7 but if I, to the extent I'm on pain meds for a few of those
8 days, it might not be a fruitful exercise for anyone.

9 But I would like to back up just a week or so so that
10 I will have the opportunity to review those documents. I plan
11 to be back here -- we've got an Aldrich hearing on the 28th and
12 I'm planning to do that hearing. So if we could get those --
13 if we can back all the deadlines up so that the production is
14 August the 1st, I think that would behoove all of us.

15 MR. JONES: Your, your Honor, this is Jim Jones for
16 the debtor.

17 The production itself doesn't happen until August 5 --

18 THE COURT: Okay.

19 MR. JONES: -- under the current deadline. So the
20 identifications come first.

21 THE COURT: Okay.

22 MR. JONES: You won't be seeing, you won't be seeing
23 documents for in-camera inspection until the first week of
24 August --

25 THE COURT: Okay.

1 MR. JONES: -- at the soonest.

2 MS. HARDMAN: I -- for what it's worth, your Honor, I
3 agree with Mr. Jones. This was simply to not file publicly
4 information that maybe Mr. Jones or his colleagues believe is
5 privileged. And so if we are identifying things that he would
6 like to remain redacted --

7 THE COURT: Okay.

8 MS. HARDMAN: -- I just simply didn't want to do that
9 on a Sunday.

10 THE COURT: All right.

11 MS. HARDMAN: It's not about submission of the
12 documents to you until, until August.

13 THE COURT: I misunderstood what you were saying,
14 then.

15 So that, that works fine. We've got a pretty full
16 week the week after the 5th, but I'll try to get something back
17 to you, some kind of reaction. I would suggest that we --
18 gracious. We go all the way to September the 15th before we
19 have another hearing after that. If I get them on the 5th, I'm
20 unlikely to be able to give you a feedback on the 11th of
21 August. So I think we're talking about September, then.

22 So that's not ideal, but we'll do what we can.

23 Does anyone see a major --

24 MS. HARDMAN: Understood, your Honor.

25 THE COURT: -- headache there?

1 (No response)

2 THE COURT: Okay.

3 MR. JONES: Not, not for the debtor, your Honor.

4 THE COURT: Okay.

5 MR. JONES: And September 18 or, rather, July 18 is,
6 the Monday, is perfectly fine with us.

7 And one quick footnote for Ms. Hardman. In the 185
8 document versus 110 document difference, Carrie, I believe is
9 and, and I'm informed is a consequence of stuff you already
10 have. It's -- we, we produced on June 17 with family members.
11 So there will be documents that were not withheld before that
12 are attached to the now newly produced documents.

13 So the diff, the delta there of whatever it is, 75,
14 should be stuff you already have.

15 THE COURT: Okay, very good.

16 All right. So -- well, let's just aim for the, unless
17 something else goes awry, I'll try to give you my reactions to
18 those on the 15th of September, okay, at that omnibus hearing
19 day.

20 MS. HARDMAN: Thank you, your Honor.

21 THE COURT: Okay. Anything else there? No other --

22 MS. ZIEG: Your Honor, Sharon Zieg from Young Conaway.

23 I just want to let you know that we're working with
24 the Committee. I was a little late to the, turning on the
25 camera and the --

1 THE COURT: Okay.

2 MS. ZIEG: -- off the mute button when you asked if we
3 had anything to add.

4 THE COURT: So that's got it?

5 (No response)

6 THE COURT: All right, very good.

7 Okay. Well, we'll move on.

8 We had two different things that I needed to announce
9 and it was regarding the case management order and the motion
10 to dismiss. I don't know if the parties have a preference on
11 which order to take those. I don't know that -- well, I think
12 to a certain extent we may have more to talk about with regard
13 to the case management matters.

14 So unless y'all have a decided preference -- and I'm
15 asking at this point if you do -- I would just propose that we
16 talk about the motion to dismiss next.

17 Anyone got a reason to think we go in another order?

18 Okay.

19 MS. HARDMAN: no, your Honor.

20 MR. GORDON: No preference from the debtor, your
21 Honor.

22 THE COURT: All right.

23 Okay. We're picking up in the Adversary 22-3000,
24 Madam Clerk, with the motion of the defendants to dismiss the
25 case.

1 I'm going to be short and succinct about this. I
2 could talk in, at length, but y'all've already said just about
3 everything there is to be said about these matters in the
4 briefs. I will say that, at least at this point in time, on a
5 motion to dismiss I believe we've got a lawsuit and we've got a
6 complaint that adequately states claims. Whether they prove
7 out is something else and who knows at this juncture, but the
8 bottom line is in the main, I agree with the plaintiffs'
9 committee reps, future rep, and believe that there is a
10 fraudulent conveyance lawsuit, etc., here and would deny the
11 motion to dismiss.

12 I'm not going to say a lot about that, but at least
13 for present thinking, subject to being, having that thinking
14 changed, I generally agree with the position that the reps have
15 been taking that, essentially, you can look at this two
16 different ways. You can say this is, these are potential
17 fraudulent conveyances because these would be assets of the
18 debtor had they not been transferred and that the divisional
19 merger effectively sticking one company, the debtor company,
20 with all of the asbestos liabilities where the assets went
21 otherwise, that effectively, you could make that the fraudulent
22 conveyance seen through the debtor's eyes, or, alternatively, I
23 think, given the, the way the Texas statute is constructed, you
24 can alternatively view this as a fraudulent conveyance
25 effectively by Old CertainTeed with the present debtor standing

1 in the shoes of the old company. Because to do otherwise, it
2 would never be raised. We all know the Texas statute
3 contemplates that divisive mergers are not going to be
4 prejudicial to creditors and we know that they retain their
5 remedies if they, if the mergers were.

6 If the company, if you will for present purposes the
7 bad company, the company with the, the asbestos liabilities and
8 fewer assets as compared to the good company, the sibling that
9 was created that has most of the assets, operations, and
10 employees, if the bad company can't be seen to be standing in
11 the shoes of the Old CertainTeed, then I don't know how anyone
12 can challenge, as the Texas statute contemplates that a party
13 would be able to challenge. It -- the bottom line is the good
14 company would never have reason to challenge the divisive
15 merger and the bad company, effectively, is, for fraudulent
16 conveyance purposes, standing as the old company. I think you
17 can look at it both ways, but the bottom line is the way this
18 was structured -- and it was done so intentionally -- otherwise
19 with a bankruptcy following the divisive merger, then no one
20 gets to challenge the divisive merger and the allocations.

21 So I think either way at this point in time -- and I'm
22 subject to having my mind changed later on -- I think that
23 we've got standing here and there are transfers within the
24 Bankruptcy Code. I'm fully sensitive to the plain meaning
25 argument of what the Bankruptcy Code says that can be avoided,

1 but plain meaning is subject to absurd results and that's the
2 exception to plain meaning. If we take this in the very narrow
3 way that the movants are asking me to, then effectively, you
4 end up with the possibility that someone could engineer -- and
5 I'm not saying that's what happened here. That's to be decided
6 -- but if someone was craven and wanted to divide an otherwise
7 profitable company just to get rid of certain liabilities that
8 you just as soon not pay and you put all of the assets in a
9 good company and all of the liabilities in a bad company, if
10 the bad company cannot sue for that harm or the creditors of
11 that bad company can't sue with a bankruptcy being filed
12 immediately after, there's, the door is wide open to wholesale
13 fraud and that cannot be, as Mr. Huff has opined after the
14 fact, in his mind, was not what the Texas merger statute was
15 designed to do. There's no indication. It's supposed to be
16 neutral for debtor-creditor purposes.

17 So that just can't be the way it is. And again, if
18 you are taking it at plain meaning likewise on the obligation
19 side, the suggestion is, well, if there are obligations to be
20 avoided, then those are the obligations that the, the debtor,
21 DBMP, could avoid the obligations that were, it was saddled
22 with, meaning the asbestos liabilities, and if you avoided
23 those, then DBMP wouldn't owe the liabilities, but so, too, the
24 new company under the wording of the Texas statute wouldn't be
25 liable for those liabilities and Old CT has been dissolved as a

1 result of the merger. Again, you end up with no recourse
2 whatsoever and that's contrary to the stated intention of the
3 Texas statute and it would be totally contrary to all Anglo-
4 American notions of fraudulent conveyance law.

5 So bottom line is I, I think that part, we don't need
6 to get there.

7 The other thing I wanted to mention. I, I generally
8 agree with most of the arguments for present purposes made by
9 the plaintiffs, but I did want to talk about in, intentions.
10 One of the things our Circuit, like most, takes the view of is
11 courts should be hesitant to dismiss complaints under Rule 9
12 where the defendant's been made aware of the circumstances
13 which it will have to prepare a defense and which the plaintiff
14 has substantial pre-discovery evidence of the facts. Those all
15 come out of the Harrison case.

16 And in this instance we're in a very different
17 situation than most parties, defendant parties in a lawsuit.
18 We've been in this bankruptcy for a couple years now. We have
19 fought a multi-day evidentiary personal, preliminary injunction
20 fight after a year's worth of discovery and there can be no
21 question by anyone as to what this complaint is about. It's
22 detailed. But also, we have the backdrop of knowing what it's
23 about and what the contentions are, generally, by the plaintiff
24 group in this case.

25 So between the two, I think we've got an adequate

1 complaint here. It's a little bit short on, at least in stated
2 language, on whether or not for constructive trust purposes
3 whether we have insolvency adequately pled or lack of
4 reasonably equivalent value. As to that, I thought about that
5 and wondered whether I, I would require a further amendment to
6 just state what the liabilities were that were assumed in the,
7 in the divisive merger, the asbestos liabilities, so that they
8 could be compared as against the assets received. I decided
9 after looking through the four corners of the complaint -- and
10 again, knowing what we all know about this case -- that it's
11 adequate. It's not superlative, but it's adequate. And we all
12 know that, generally, reasonably equivalent value and
13 insolvency tends to be fact issues at the end of the day.

14 We also know why this debtor was designed the way it
15 was. It was intentionally set up so that it couldn't be too
16 solvent because otherwise, there would be no need for the
17 affiliates to come to the rescue, much like the calvary, to
18 provide funding so that a 524(g) relief could be afforded to
19 them.

20 So I think just by the structure itself, it is, it
21 would defy logic for it to be a solvent entity.

22 We also know that we have the history of the tort
23 litigation that's described in the complaint and we know the
24 sums based on the debtor's informational briefs that the debtor
25 has paid out over the years and we all know asbestos

1 liabilities, you folks more than, than anyone. So we wouldn't
2 be fighting all the facts that we're having at the present time
3 or even having fraudulent conveyance litigation if all
4 concerned didn't think that there was a substantial likelihood
5 that this debtor was insolvent at the time that, based on the
6 allocations or had reasonably equivalent value, lack of that.

7 So for pleading purposes, we'll fight about where we
8 come out on insolvency and the like later on, but I think for
9 pleading purposes it's sufficient. The same, too, for the
10 other counts.

11 The one thing I do have a nit with. I'm not at all
12 certain when it comes to remedies that punitive damages are,
13 are possible in a fraudulent conveyance lawsuit. I'll keep an
14 open mind about that, but I don't think I have to decide it for
15 present purposes. Remedies aren't failure to state a claim.
16 It's just some of the remedies you may ask for that claim
17 aren't available to you. So we'll see where that goes.

18 But otherwise, I believe that the motion should be
19 dismissed largely for the reasons that have been described by
20 the plaintiffs in the action.

21 And would call upon the plaintiffs for a short order
22 to that effect. Run it by the, the defendants for their
23 comments and we'll go from there, okay?

24 Anybody got anything or are we ready to move on?

25 (No response)

1 THE COURT: Okay. Silence, so I assume that we're
2 ready to move on.

3 MS. HARDMAN, did you want to say something?

4 MS. HARDMAN: Just confirming we will submit an order
5 to your Honor.

6 THE COURT: Okay.

7 MS. HARDMAN: That's all.

8 THE COURT: Thank you.

9 MS. HARDMAN: Thank you.

10 THE COURT: All right. Okay. Now we'll get into the
11 ethereal part of the morning.

12 The CMOs. I think this would have been difficult
13 under the best of circumstances. I think, given the short time
14 period between when this was heard and when the Aldrich/Murray
15 matters were heard last week and the fact that there was
16 movement being had in Aldrich/Murray on negotiations between
17 the, the relatively same parties, the ACC there and the debtors
18 on what was going into the estimation case management orders,
19 I'm not even sure I'm totally certain as to what the agreements
20 are there and where the points of disagreement lie in that
21 case.

22 My first question to you in this case -- and, and then
23 the fact is what's been described in that case, or those cases
24 and this one are not entirely the same, even though the cases
25 are very similar. So I'm not sure I've got all of this and it,

1 I'm a little reluctant to get too far in the weeds about
2 resolving individual details. We may have to, but I would
3 prefer not to.

4 My first question to you is has there been any
5 movement since we were last arguing about this with regard to
6 the CMOs and the discovery plan? Any resolutions whatsoever?
7 Nothing like what's been in Aldrich or Murray.

8 MS. ZIEG: No, your Honor.

9 THE COURT: Okay.

10 MS. RAMSEY: Your Honor, we have a meet and confer
11 immediately following this call with respect to one issue that
12 might be relevant to the case management order on estimation
13 and that is the issue of, I'll call it, sort of upfront
14 discovery with respect to product --

15 THE COURT: Right.

16 MS. RAMSEY: -- product information and the like --

17 THE COURT: Uh-huh (indicating an affirmative
18 response).

19 MS. RAMSEY: -- distribution information. Otherwise,
20 that, that is correct. Ms. Zieg is correct. We, we have not.

21 THE COURT: Okay.

22 Everyone good, then?

23 (No response)

24 THE COURT: Okay. Well, to the extent that I can do
25 this, I'm going to try my best. I have tried to do a

1 comparison between your motions and your proposed orders and I
2 have tried to compare them to the Bestwall CMO and to come up
3 with some general thoughts about all of this and what I think
4 I'm going to have to do, at least for, at the moment, is to
5 give you the broad-brush impressions of the Court and then ask
6 you to go back and talk some more about the, the way this would
7 play out and what we do when and the dates and, and the like.

8 Let me just say -- if I can get my notes here -- at
9 the outset that I am -- there we go. Now we're ready.

10 Let me say at the outset that I think part of our
11 problem in all of this is the breadth and reach of the
12 discovery that we all contemplate here that is going to be
13 necessary in estimation and on a global level I would just like
14 to say at the start here that it strikes me that a lot of the
15 trouble is because the parties are not proposing, at least on
16 their own behalfs, to sample and the parties are desiring to,
17 to do some very broad discovery that is going to involve a
18 great deal of discovery being occasioned on lawyers. That's
19 going to cause a bunch of privilege problems. No surprise to
20 any of you on that.

21 I would say on the first hand that as a general
22 principle I'm not a big fan nor are the Rules on doing
23 discovery on lawyers. You know what those Rules are, but the
24 bottom line is that it, it quickly brings us into a morass of
25 what is privileged and what is not privileged and a great deal

1 of expense. And y'all've been telling me about Bestwall and
2 how we started with a half a million, a million and a half
3 documents being sought by the, the claimants in Bestwall and
4 working that down to a mere half million documents that were
5 subject to privilege claims. And now what? And all the
6 problems that have been sued from then. And about, you know,
7 that's not surprising to me at all if you're going to try to
8 ask for every document that the claimants have. Similarly, if
9 the debtor is contemplating a similar effort on the tort
10 lawyers, we're going to have those problems all over again.

11 I would just at this point in time without ruling urge
12 that we need some reasonableness here, folks. I see these
13 cases grinding down and not moving anywhere other than
14 spreading out into interminable discovery fights. Bestwall,
15 these, I suspect the same is going on in front of Judge Kaplan
16 in, in the LTL case, but the bottom line is that I don't know
17 that that works to anyone's benefit and I would suggest to you
18 that, that let's go back and all read Rule 1 of the Federal
19 Rules. We're here "to secure the just, speedy, and inexpensive
20 determination of every action." The action here is an
21 estimation hearing, not even an actual adjudication of the
22 claims.

23 So I would suggest to you that we need to have some
24 perspective about what we're doing. And bear in mind that, if
25 they are to be taken at their word, the claimants aren't going

1 to vote for the plan even after I estimate. In Garlock, Judge
2 Hodges came in at a low number, \$125 million, for the aggregate
3 liabilities. The claimants, as I recall, were asserting a \$1.6
4 billion number. The ACC -- the FCR, I think, was a little
5 lower at, maybe, 1.2 and we ended up with the case resolving
6 itself not based on the estimation ruling, but two or three
7 years later after a great deal of fighting and you settled for
8 5, 600 million.

9 So let's put this in perspective. Estimation is
10 supposed to avoid the delays and expense of a full
11 adjudication. If we're going to be just as gnarly as what,
12 what's going to be done in a full adjudication, we are hardly
13 doing ourselves any good with estimating. So the bottom line
14 is that I would encourage reasonableness, negotiation,
15 sampling. I would encourage you to work on, together, on
16 privilege logs and the like.

17 So that -- that's the -- that's my preaching to the
18 choir, I guess, in this case. I'll, I'll go on with what we
19 talk about.

20 I want to hit the general topics and if we have to get
21 into the details, we will. But as I said, I don't think
22 that -- that's likely to be perilous. If I start telling you
23 what the deadline are, you got to bear in mind it's been 28
24 years since I practiced law. I never practiced asbestos law.
25 I never had the, a fight of the, discovery fight of the

1 magnitude that y'all are about to embark upon.

2 So it would be much better and a better result for all
3 concerned if you can work out the details after I tell you what
4 I think about the large principles.

5 The first one, of course, is that we have a
6 fundamental disagreement as to when written discovery is
7 supposed to end, or at least when the deadlines all expire with
8 the debtors wanting me to effectively say that we don't get to
9 those points until they're satisfied with the PIQ responses
10 and, and trust discovery. They've got to get all of that
11 before we end anything. So the debtor's dates are all keyed to
12 a, an event that none of us can say with any certainty as to
13 when that is. Conversely, the reps, on the other hand, want
14 specific dates and deadlines that are hard deadlines and
15 effectively say that PIQ compliance isn't going to -- you're
16 not really directly saying this -- but that putting PIQ
17 compliance off to the side so it doesn't affect the estimation
18 discovery.

19 I read both of those alternatives as an infringement
20 on the function of the Court. The bottom line is -- I'm not
21 accusing you of bad things. I understand why you want to do it
22 -- but the bottom line is we're here to decide when y'all can't
23 decide and to make adjustments when they're necessary and where
24 cause is shown.

25 So I agree with the reps. I think we need some dates,

1 date-driven deadlines, but I think the deadlines have to be
2 subject to being moved upon a showing of cause. They're a
3 little more than guideposts, but they're, they're certainly not
4 like statutes of limitations, which are immutable.

5 So the bottom line is that I think we should go with
6 the representatives' thoughts that we set the deadlines and I
7 don't mind, in terms of trying to reach a, a Fall of 2024
8 estimation hearing. We've got some young folks in the
9 courtroom listening and they might be shocked that we're
10 talking about a two-year path to get to a motion hearing, but
11 that's, that's what we're talking about. But the bottom line
12 is that I don't think we can say now that we're going to set
13 those dates and they're not going to be moved.

14 We're talking in the other case, Aldrich and Murray,
15 about setting dates to take us through written discovery and
16 then having a further pre-trial conference or a further pre-
17 trial order to set the follow-on dates that supersede that. I
18 see some wisdom in that and I would encourage you to consider
19 it. If y'all want me to give you dates all the way through,
20 then I'm inclined to, to do it here, but the reality is it's
21 such a long period of time, the, the subject matter of the
22 discovery is so broad, and what might come up between here and
23 the, and an estimation hearing is so uncertain that I think any
24 dates we put are, are going to be more like mileposts instead
25 of anything else. They're, they will keep us at least more or

1 less on tact, intact on following the path, but I can't think
2 that we're going to be able to set them without some movement
3 and adjustment as we go along and circumstances dictate.

4 I understand the debtor's desire to make sure that it
5 gets the PIQs, the personal injury questionnaires, and the
6 trust discovery before any deadlines run and before things move
7 along. I agreed early on that the, with the debtors that that
8 was general information in the case and not specifically tied
9 to the adversary proceedings. I'm going to stick with that
10 idea, but I recognize, also, that that information will be very
11 important to the debtors, at least in their minds, on their
12 theory of how we estimate and that that infor, they're going to
13 be at a disadvantage if they don't get that information and the
14 trust discovery before the rest of the discovery deadlines run.

15 So the bottom line is I hear you. I am certainly not
16 going to reward obstreperous behavior. I'm not going to be
17 very friendly if folks are willfully ignoring court orders and
18 I certainly think that information should be provided because,
19 otherwise, I wouldn't have ordered it.

20 So I'm keeping the PIQs and the trust discovery out of
21 what we're talking about now, but telling you that I see that
22 if there are failures to make discovery there that are
23 wholesale or otherwise materially impairing the ability of the
24 debtors to prepare for the estimation hearing, I'm going to
25 make adjustments to the schedule and the estimation hearing.

1 So word to the wise there.

2 But I do agree with the representatives that we ought
3 to go ahead and set firm dates so that we know what we're
4 talking about and then adjust from there as need.

5 Now that's one place where I want to send y'all back
6 to the drawing board because it is perilous for me to start
7 setting those dates. I would only tell you that when it comes
8 to these dates -- and I've gone through all of them in
9 detail -- there's a knowledge that you need of what is being
10 attempted here before you can really set them and know what's
11 doable or workable. I'm not planning to cut anyone off at the
12 knees with dates that aren't workable and I would suggest that
13 you not do so, either.

14 So the bottom line is I want y'all to work on, on what
15 these dates have to be and also consider do we need to go any
16 farther than Aldrich and Murray are proposing in setting
17 written discovery dates or should we do those, get them out of
18 the way, get the disputes resolved, and then along towards the
19 end of that you start negotiating as to what other dates would
20 be usable and then if you can't agree, come back and talk about
21 that maybe about a year down the road from here.

22 I'll leave that to your discretion. If you want, I'll
23 set the dates all the way through. It just seems to me that
24 once you get past about a year out or once you get past the
25 written discovery period, whichever is longer, that it starts

1 products, the serial numbers, the photographs, the identifying
2 information, the names of all distributors and installers,
3 copies of all purchase and sales records, and all testing
4 records. I think you need to ask those things in
5 interrogatories and then we'll see where we are about doing
6 that. I know there are questions about burden. There are
7 questions about whether it's even possible, whether the debtor
8 has that information, questions of proportionality. I want to
9 use the discovery rules and the protections that exist there to
10 address those.

11 There was also an initial disclosure request wanting
12 to know, basically, the names of custodians and noncustodians
13 with discoverable information. That was in the Bestwall ruling
14 as well and I'm inclined to allow that. The number of the
15 parties, we, we're fighting over whether for custodians we'd
16 get 30 or 20 or 15 or 10. Bottom line -- maybe not 10 -- the
17 bottom line there is I think we ought to start at a reasonable
18 number, like 20, and then if there's, if there are fewer
19 custodians or noncustodians with that information, then, okay,
20 fine. Give what you can identify. If there are more, we're
21 going to need to adjust at some point. But the bottom line,
22 for starters here I think we ought to just go with the, with
23 the 20 that, that had been identified earlier.

24 There was also a question about -- let me see if I can
25 find the part in the ACC that was -- hang on a moment -- shared

1 repositories and drives. I saw that in the Bestwall order, the
2 debtor identifying those shared databases and drives likely to
3 have discoverable information. That's close enough, in my
4 mind, to a Rule 26 request to, to allow it. Bestwall had it.
5 Again, I don't know what problems might have come out of that,
6 but I hadn't, I'm not aware of any.

7 So those things, I think, in initial disclosures are
8 fine. The bottom line, though, is I think the rest, once we
9 start getting into other things, that -- and -- then I think we
10 ought to use the discovery rules. Everybody needs to be, rest
11 assured that I'm not going to move into an estimation hearing
12 until everyone's had an, a fair opportunity to obtain discovery
13 that they reasonably need with emphasis on the word "reasonably
14 need" there. So bottom line, we'll do that.

15 As to the deadlines themselves, I don't mind us aiming
16 for an October of '24 date for the estimation hearing and
17 working back on, on deadlines if you want to go all the way
18 there. I do think we ought to set the interim deadlines there.

19 Categorical privilege logs. Chances are with, if
20 we're going to do discovery as broadly as what everyone
21 foresees, we're going to need some of that. I don't think I
22 have any business dictating it on the frontend, though. I
23 don't think the law contemplates it in that fashion. The, the
24 discovery's propounded to the debtor, the debtor reviews it,
25 and the debtor tries to answer. If there's privilege logs, it

1 falls to the debtor first, assuming the debtor is the party on
2 which discovery is being sought, to do the privilege logs.

3 I would say, though, that it makes a lot of sense for
4 y'all to work those issues out and save yourselves some time
5 and trouble later on and a great deal of expense. I'm aware of
6 what happened in Bestwall. I'm aware that neither the
7 claimants nor Judge Beyer were satisfied with what was
8 initially produced. I fully agree that, that there needs to be
9 sufficient detail, as the Rules require, so that you can
10 evaluate the privilege. And the bottom line is if we can't
11 tell from categorical logs, then we're going to be talking
12 about going back and doing document-by-document. Let's save
13 ourselves some time and trouble there and try to work together
14 on, on the idea of what we could agree to if we're going to use
15 categorical logs and what we can agree to if we're not using
16 categorical logs as to the, the categories, the standards, the
17 basic information to be provided.

18 But the bottom line is to the extent you can agree, I
19 think we have to go through the process. You may be assured
20 that if Judge Beyer found it to be insufficient, I'm likely to
21 find it insufficient as well. So I would suggest to all
22 parties who are going to be claiming privilege in the
23 estimation process, give us as much information as you possibly
24 can. As we've already discussed in the adversary context, even
25 with 4,000 documents at issue it's not practicable to expect

1 the Court to do in-camera reviews of all that. If you're at a
2 half million documents, then entirely impossible.

3 So we need to come up with a process here and I'm open
4 for ideas of whether we need to have sampling on these
5 documents. It would -- as a person who's not an expert in this
6 field, it would seem to me that if you have a half million
7 dollar privilege, half million privilege logged documents, that
8 it is very likely that they're going to fall into set
9 categories and that if you sample those documents, that you're
10 probably going to end up with the same events that, that you
11 would expect if you looked at all of them.

12 So I, I strongly suggest that you work on the basic
13 contours of a privilege log for use in, in the estimation
14 hearing in advance. The debtor has started with a proposal
15 about what they would give with categories, plus metadata. The
16 ACC's got some other thoughts, or the, the reps have other
17 thoughts as to other information. I think you've, you're on a
18 start there and I would strongly encourage you to work on that.

19 As to the timing of those privilege logs, we have a
20 dispute as to when they should be provided, whether after every
21 document production or whether after it was substantially
22 complete. I think the latter makes more sense to me.

23 So I'd say that, let's say if you're at 80 percent of
24 the documents, that probably is the time to do this. We don't
25 need to do this two or three times because of the repetition

1 between individual productions.

2 I think I told you at the last hearing when we're
3 moving on to the expedited discovery motions and briefs, the
4 ACC and FCR were proposing cutting down those deadlines to a
5 14-day motion, 5-day response, 2-day replies, and as I told you
6 before, you folks are, for a judge that, in a two-judge court,
7 you're taking up a lot of time now -- and I've got
8 Aldrich/Murray as well -- I don't think I can accommodate any
9 further reductions except in the case of emergencies and still
10 get all your stuff read.

11 So I want you to stick with what the, the time periods
12 we already have in our Local Rules.

13 The other thing I would say in that regard is not
14 something y'all argued about, but which I need to mention. I'm
15 seeing way too many briefs in these cases that exceed the 25-
16 page page limits and what's happening in most is the parties
17 file a 50 or 60 or 70-page brief and then file a motion to
18 permit the, exceeding the, the time periods [sic]. Those are
19 too long. The bottom line is if you want me to focus on the
20 important stuff, you don't need to repeat all the extraneous
21 things and all of the prior case history. And there's just a
22 limit to what we can use.

23 So I don't want to start striking pleadings, but I'm
24 telling you on the frontend you need to, to either adhere to
25 the 25-page rule, or, if you need to get an exception, ask in

1 advance of filing your brief and explain why it's not possible
2 to live with that.

3 Now I've also noticed a tendency in these two cases
4 for parties to start using their motion as their brief and,
5 therefore, try to get out from under the page limits. I would
6 discourage that. We're going to end up with the same thing
7 going on. I understand we're fighting over some broad ground
8 and where there's a need, when we get something as broad as,
9 for example, the motions to dismiss the adversary that we just
10 talked about, I'm going to give you the extra ground.

11 But otherwise, for routine and mundane case motions,
12 don't try to have 50 or 60 pages instead of 25. It's, it's
13 counterproductive to you because I'm going to be less inclined
14 to, to pay attention to what you have and if I start telling
15 you to rewrite your briefs, you're going to be in a real
16 disadvantage there. So that's just an extraneous thought by
17 me.

18 There was a request by the reps for a 502(d) order. I
19 agree with the debtor here. The Court cannot mandate that.
20 That would be a wholesale evisceration of attorney-client
21 privilege and work product protections. On the other hand, I
22 agree, especially if you're going to have discovery as broad as
23 what we're talking about, that it would be a good thing to have
24 some of that, particularly if we're talking about sampled
25 items.

1 In making those rulings, I would also note that the
2 representatives would like to see this case dismissed, been
3 very vocal about it from Day 1. If I gave you under 502(d) all
4 of the documents of all of the plaintiffs' defense attorneys
5 from the tort system actions and then the case got dismissed,
6 where does that leave the, the debtor or Old, New CertainTeed
7 in defending those tort claims? You've then given the entirety
8 of the other side's file.

9 So it just can't work that way. On the other hand, I
10 think that we can start identifying common issues and come up
11 with some examples and some, some sampling and maybe make good
12 use of the 502(d) to illustrate issues and problems that need
13 to be resolved.

14 Finally, the joint discovery plan. The ACC has taken
15 the Bestwall plan and made what it considers to be minor
16 modifications. The debtor wants to use the negotiated
17 adversary discovery plan. I've looked at the various plans and
18 while I'm hardly a tech person, absent agreement, I think we
19 ought to just stick with what's been done in the Bestwall plan.
20 That's kind of a halfway point between the two sides and we'll
21 need to modify it based on the comments I've just made here, or
22 whatever else you can work out. But that's basically it.

23 Now there were a lot of details about when we do what
24 in this. If we are absolutely pressed to do that, I suppose I
25 could go through, but, as I said, I'm reluctant to do so. I've

1 probably caused enough disruption in what y'all've got intended
2 by what I've said so far. I think the best thing to do would
3 be for y'all to take what I've, I've given you as preliminary
4 rulings and go back and see if you can't make this thing work a
5 little better with deadlines that work for all of you.

6 But if you think there are other things we need to
7 talk about, now's the time to sing out.

8	Anyone?
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9 MR. GORDON: It's Greg Gordon, your Honor, on behalf
10 of the debtor. Mr. Ellman may want to join in, too.

11 But no, I don't think there's anything else

2 specifically we would raise. We very much appreciate your
3 Honor's guidance. We recognize that that was a lot for the
4 Court to work its way through and we appreciate the effort.

15 We will certainly get back together with the other
16 side and, you know, with guidance we've been given and
17 hopefully, reach a full agreement on everything and, if not, I
18 guess we would ask your Honor's indulgence to come back one
19 more time if there are any lingering issues. But I'm hopeful
20 that that won't happen.

21 THE COURT: Ms. Ramsey.

22 MS. RAMSEY: Your Honor, I, I agree. I think that the
23 Court's guidance was very helpful and, and I think we can
24 probably resolve most of the issues through negotiation.
25 Hopefully, we won't have to come back to the Court, but it

23 Court's guidance was very helpful and, and I think we can
24 probably resolve most of the issues through negotiation.

25 | Hopefully, we won't have to come back to the Court, but it

1 could happen.

2 THE COURT: Ms. Zieg, feel differently?

3 Anyone --

4 MS. ZIEG: No, I agree, your Honor. I think, I think
5 with your guidance we can and move forward and see what issues
6 we can resolve and, and most of them should be. I think the
7 only issue that, that may lead to some, some dispute will be
8 timing.

9 THE COURT: Okay, very good.

10 Well, you've all made my day by saying that. I, I've
11 detailed notes and I tried to, a comparison of your CMOs and
12 those are the easy parts as compared to looking through the
13 discovery orders. But I think that will probably serve you
14 well. I had intended that if, to the extent we still had
15 lingering disputes, that we talk about them at the next
16 hearing, which is, what, August the 11th.

17 So that work for everyone?

18 MS. ZIEG: That makes sense to me, your Honor.

19 THE COURT: Okay, very good.

20 MR. GORDON: Yes. And that works for the debtor as
21 well. Thank you.

22 THE COURT: All right.

23 Any other matters?

24 MR. ELLMAN: Your Honor, this is, this is Jeffrey
25 Ellman on behalf of the debtors.

1 I, I do have one update on the report we gave earlier
2 about the Eastern District of Virginia. While we were on this
3 call, I had a, a colleague reach out to the clerk's office
4 there.

5 I can, I can tell you a couple things. One, what they
6 do is they mail in regular mail the order --

7 THE COURT: Right.

8 MR. ELLMAN: -- that transferred the matter to this
9 court.

10 THE COURT: Okay.

11 MR. ELLMAN: They don't (audio skips). They just
12 mailed it to Clerk, U. S. Bankruptcy Court, not address any
13 person in particular, And it was just the order. So they,
14 they don't send any of the other pleadings, like the motion to
15 quash, the responses, all that stuff.

16 So somehow --

17 THE COURT: Hmm.

18 MR. ELLMAN: -- once we get it on your Honor's docket,
19 I guess we'll have to find a way to, to refile those papers or
20 have the parties submit them somehow. So it seems like we need
21 to figure out how this should work.

22 But to the extent it did get to the court there in
23 North Carolina, it would have come in regular mail some,
24 somehow.

25 THE COURT: Okay. If we have it, I'm not aware of it.

1 But for those of you who are LTL veterans, when we
2 sent the case to New Jersey, I think our electronic docket went
3 to the bankruptcy court there. Now whether -- if you're
4 talking about a district court you can send something, I have
5 no idea. I'm the least tech savvy person in this room.

6 But the -- it would seem to me that we can get those
7 documents filed in the appropriate spot. I will just go double
8 check with my office and make sure they don't have anything and
9 speak to IT.

10 Is there someone in particular on each party's side
11 that should be the contact person for us to have our clerk's
12 office respond to? Anyone?

13 MR. ELLMAN: Well, I mean, I'm happy to do that on
14 behalf of the debtor. I, I can't really speak for the, the
15 matching claimants, who, I don't think, are really even
16 represented here today. But we, we could certainly send to the
17 Court copy parties as to who we, who we know has appeared in,
18 in the Eastern District of Virginia.

19 THE COURT: Okay.

20 MR. ELLMAN: But that's all we could really -- I think
21 that's probably the best we could do at this point.

22 THE COURT: Well, this is, to my mind, a ministerial
23 function. I just want to know who to have my tech people call
24 to try to figure out where these things are and, and to know
25 who you've been speaking to in Virginia, so. Okay?

1 MR. ELLMAN: Oh. Oh, your Honor, I can certainly talk
2 to my colleague about who we've talked to at the clerk's office
3 there and let the Court know that.

4 THE COURT: Okay, very good.

5 All right. My law clerk is out of the office at the
6 moment. She's taking vacation this week. So I would
7 suggest --

8 Mr. Bender, do you mind if we send that to you? Okay.

9 Kollin Bender, many of you know from our other cases,
10 is our other law clerk --

11 MR. ELLMAN: Okay.

12 THE COURT: -- and he's sitting in with us today.
13 K-O-L-L-I-N; B-E-N-D-E-R, with all the uscourts.gov
14 information.

15 So if you'll send that to him, I think that'll --
16 that'll -- we'll try to get some IT people to take a look and
17 see what we might have and how we can get that information from
18 Virginia, okay?

19 MR. ELLMAN: We will do that, your Honor. Thank you.

20 THE COURT: All right.

21 Anything else?

22 (No response)

23 THE COURT: Okay. We'll stand down until 2:00 when we
24 do much of the same thing in the other cases.

25 All right. Thank you all.

1 MR. ELLMAN: Thank you, your Honor.

2 MS. ZIEG: Thank you, your Honor.

3 MR. ELLMAN: Thank you, your Honor.

4 MR. GORDON: Thank you.

5 MS. RAMSEY: Thank you.

6 (Proceedings concluded at 10:38 a.m.)

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10 CERTIFICATE

11 I, court approved transcriber, certify that the
12 foregoing is a correct transcript from the official electronic
13 sound recording of the proceedings in the above-entitled
14 matter.

15 /s/ Janice Russell

July 11, 2022

16 Janice Russell, Transcriber

Date

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